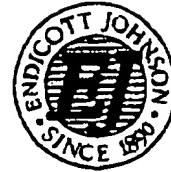


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CONFIDENTIAL INFORMATION AND ASSIGNMENT AGREEMENT

It is the policy of Endicott Johnson Corporation (the "Company") that, except as hereinafter specifically provided, Confidential Information, as hereinafter defined, shall not be disclosed to third parties without the expressed written consent of the Company.

Confidential Information means information, not generally known to third parties and disclosed or made known to an employee as a consequence of or through his/her employment by the Company, about the Company's products, customers, merchandising, sales, profits and operations including, without limiting the generality of the foregoing, the following proprietary information:

- A. Information concerning the Company's operations, procedures, and the systems supporting such operations and procedures.
- B. Financial data pertaining to the Company, including but not limited to, costs of product, sales, payroll, financial statements (whether audited or unaudited) and information pertaining to the profitability of the Company or any operation or division thereof.
- C. Marketing and advertising strategies that the Company currently is involved with, employs or is planning.
- D. Information pertaining to the Company's sourcing of products, including but not limited to, contents of letters of credit, suppliers and supplier's prices and terms of sales to the Company, agency relations and the Company's importing practices and procedures.
- E. Information pertaining to site selection, or geographic areas that the Company has targeted for expansion or retraction, or any information pertaining to any Company contract, lease or other agreement of any type whatsoever, whether in negotiation or fully executed.
- F. Personnel information including, but not limited to, the salary, wage and employment history of any former employee or of those presently in the Company's employ.
- G. Any other information the disclosure of which could, in any manner, adversely affect the Company's business.

The term "Company" shall mean Endicott Johnson Corporation, its parent companies, and all of its subsidiary and affiliated companies.

The undersigned employee ("Employee") recognizes and acknowledges that the above described Confidential Information is a valuable Company asset and that in consideration of his/her employment Employee will not, during or after the term of his/her employment, disclose such Confidential Information to any person, firm, corporation, association or other entity for any reason or purpose whatsoever except when required in the normal course of Employee's performance of his/her assigned duties as an employee or when such disclosure is required by law.

In the event of a breach or threatened breach by the Employee of the provisions of this agreement, the Company shall be entitled to an injunction restraining the Employee from disclosing, in whole or in part, any Confidential Information. Nothing herein shall be construed as prohibiting the Company from pursuing any other remedies available to the Company for such breach or threatened breach of disclosure, including the recovery of damages from the Employee.

Upon termination of his/her employment, Employee shall immediately return to the Company all charge and credit cards, business equipment and all other Company property, including, but not limited to, files, manuals, records and/or reports relating to any and all aspects of the Company's business.

Employee agrees to assign to the Company the entire right, title and interest, for the United States of America and all foreign countries, in and to any and all designs, manufacturing processes and copyrights that are conceived or reduced to practice by Employee (either alone or jointly with others) during the term of employment.

The undersigned hereby acknowledges that he/she has read the foregoing Confidential Information and Assignment Agreement and in consideration of employee's current and/or future employment by the Company hereby signifies his/her acceptance thereof and his/her agreement to comply with its terms and adhere to its prescriptions.

Dated

3/13/94

Carolyn L. Ligouri
Witness Signature

PAUL R. PETERSON
Employee's Name (Print)

Employee's Signature

**DECLARATION OF MILTON WOLSON
IN SUPPORT OF PETITION TO FILE
APPLICATION FOR UNITED STATES PATENT
PURSUANT TO 37 CFR 1.47(b)**

I, Milton Wolson, a member of the bar of the State of New York, with offices at 60 East 42nd Street, New York, NY 10165, make this Declaration in support of the accompanying Petition to file an Application for United States Patent Pursuant to 37 CFR 1.47(h), by Lehigh Safety Shoe Co. LLC ("Lehigh Safety Shoe").

1. The subject matter of the Application for United States Patent Pursuant to 37 CFR 1.47(b) is a patent application titled "Metatarsal Guard" for an invention by Ruk Peterson, a former employee of Lehigh Safety Shoe.

2. The Manual of Patent Examining Procedures ("MPEP") Section 409.03(d) requires that when a 37 CFR 1.47(b) Applicant concludes that a non-signing inventor's conduct constitutes a refusal to sign the application papers, all the facts upon which that conclusion is based should be stated in a Declaration. Such facts and the supporting documentary evidence are set forth below:

- a. On January 10, 2001, I forwarded the patent application which is the subject matter of the present Petition and related documents to Mr. Peterson and requested him to execute the documents and return them to me. A copy of my January 10, 2001 letter to Mr. Peterson is annexed hereto as Appendix I.
- b. On February 9, 2001, I wrote to Mr. Peterson and included a copy of his Confidential Information and Assignment Agreement. I again requested Mr. Peterson to execute the documents. A copy of my February 9, 2001 letter is annexed hereto as

I hereby appoint Milton Wolson, Esq., Reg. No. 22,620, of Malina & Wolson, 60 East 42nd Street, New York, NY 10165, telephone (212) 986-7410, facsimile (212) 983-8421, my attorney to prosecute this application and transact all business in the Patent and Trademark Office connected therewith.

Please send correspondence with respect to this application to Milton Wolson, Esq. at the above address.

Name of Inventor:	Ruk Peterson
Resident and Post Office Address:	1039 Elton Drive Endicott, N.Y. 13760
Country of Citizenship:	U.S.A.

(Date)

(Signature)

**DECLARATION OF MILTON WOLSON
IN SUPPORT OF PETITION TO FILE
APPLICATION FOR UNITED STATES PATENT
PURSUANT TO 37 CFR 1.47(b)**

**FAX RECEIVED
MAR 13 2002
PETITIONS OFFICE**

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Appendix II.

c. On February 26, 2001, I wrote to Mr. Peterson and inquired whether he intended to execute the documents. A copy of my February 26, 2001 letter is annexed hereto as

Appendix III.

d. On April 25, 2001, I again wrote to Mr. Peterson and requested him to execute the documents and return them to me as soon as possible. A copy of my April 25, 2001 letter is annexed hereto as Appendix IV.

e. Mr. Peterson did not return the executed documents to me.

Based on the foregoing, Applicant has concluded that Mr. Peterson's conduct constitutes a refusal to sign the application papers.

4. MPEP 409(e) requires that a 37 CFR 1.47(b) Applicant state the last known address of the non-signing inventor. Mr. Peterson's last known address is:

Ruk Peterson
1039 Elton Drive
Endicott, N.Y. 13760

5. MPEP 409(g) requires that a 37 CFR 1.47(b) Applicant establish that irreparable damage will occur unless a filing date is received. In the present case, the metatarsal guard which is the subject matter of the present application is intended to be publicly disclosed in July, 2001. Unless a filing date is received before the public disclosure, the Applicant will be unable to file corresponding foreign patent applications, if it chooses to do so, and will therefore be irreparably damaged.

6. To establish irreparable injury, MPEP 409(g) alternatively provides that preservation of the rights of the parties may be demonstrated by a showing that the inventor may reasonably be

expected to enter into competition with the 37 CFR 1.47(b) Applicant. In the present case, Mr. Peterson informed the undersigned during a telephone discussion on February 6, 2001 that he was working or intended to work with another company to develop a metatarsal guard based on the design which is the subject of the present invention. That telephone discussion is reflected in my February 9, 2001 letter to Mr. Peterson, Appendix II. Thus, because there is a reasonable expectation that Mr. Peterson may enter into competition with Lehigh Safety Shoe, the present Petition should be granted in order to preserve the rights of the parties.

I further declare that all statements made herein of my own knowledge are true and that all statements made on information and belief are believed to be true, and further that these statements were made with the knowledge that willful false statements and the like so made are punishable by fine or imprisonment, or both, under section 1001 of Title 18 of the United States Code, and that such willful false statements may jeopardize the validity of the application or any patent issuing thereon.

Dated: May 23, 2001

Milton Wolson
Milton Wolson